

IC 20-7.5

ARTICLE 7.5. COLLECTIVE BARGAINING LAW

IC 20-7.5-1

Chapter 1. Certificated Educational Employee Bargaining

IC 20-7.5-1-1

Intent

Sec. 1. Intent. The Indiana General Assembly hereby declares that:

(a) The citizens of Indiana have a fundamental interest in the development of harmonious and cooperative relationships between school corporations and their certificated employees;

(b) Recognition by school employers of the right of school employees to organize, and acceptance of the principle and procedure of collective bargaining between school employers and school employee organizations, can alleviate various forms of strife and unrest;

(c) The State has a basic obligation to protect the public by attempting to prevent any material interference with the normal public school educational process;

(d) The relationship between school corporation employers and certificated school employees is not comparable to the relation between private employers and employees among others for the following reasons: (i) a public school corporation is not operated for profit but to insure the citizens of the State rights guaranteed them by the Indiana State Constitution; (ii) the obligation to educate children and the methods by which such education is effected will change rapidly with increasing technology, the needs of an advancing civilization and requirements for substantial educational innovation; (iii) the Indiana General Assembly has delegated the discretion to carry out this changing and innovative educational function to the local governing bodies of school corporations, composed of citizens elected or appointed under applicable law, a delegation which these bodies may not and should not bargain away; and (iv) public school corporations have different obligations with respect to certificated school employees under constitutional and statutory requirements than private employers have to their employees.

(Formerly: Acts 1973, P.L.217, SEC.1.)

IC 20-7.5-1-2

Definitions

Sec. 2. As used in this chapter:

(a) "School corporation" means any local public school corporation established under Indiana law and, in the case of public vocational schools or schools for children with disabilities established or maintained by two (2) or more school corporations, shall refer to such schools.

(b) "Governing body" means:

(1) the board or commission charged by law with the

responsibility of administering the affairs of the school corporation; or

(2) the body that administers a charter school established under IC 20-5.5.

(c) "School employer" means:

(1) the governing body of each:

(A) school corporation; or

(B) charter school established under IC 20-5.5; and

(2) any person or persons authorized to act for the governing body of the school employer in dealing with its employees.

(d) "Superintendent" shall mean:

(1) the chief administrative officer of any:

(A) school corporation, or

(B) charter school established under IC 20-5.5; or

(2) any person or persons designated by the officer or by the governing body to act in the officer's behalf in dealing with school employees.

(e) "School employee" means any full-time certificated person in the employment of the school employer. A school employee shall be considered full time even though the employee does not work during school vacation periods, and accordingly works less than a full year. There shall be excluded from the meaning of school employee supervisors, confidential employees, employees performing security work and noncertificated employees.

(f) "Certificated employee" means a person:

(1) whose contract with the school corporation requires that the person hold a license or permit from the state board of education or a commission thereof as provided in IC 20-6.1; or

(2) who is employed as a teacher by a charter school established under IC 20-5.5.

(g) "Noncertificated employee" means any school employee whose employment is not dependent upon the holding of a license or permit as provided in IC 20-6.1.

(h) "Supervisor" means any individual who has:

(1) authority, acting for the school corporation, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline school employees;

(2) responsibility to direct school employees and adjust their grievances; or

(3) responsibility to effectively recommend the action described in subdivisions (1) through (2);

that is not of a merely routine or clerical nature but requires the use of independent judgment. The term includes superintendents, assistant superintendents, business managers and supervisors, directors with school corporation-wide responsibilities, principals and vice principals, and department heads who have responsibility for evaluating teachers.

(i) "Confidential employee" means a school employee whose unrestricted access to confidential personnel files or whose functional responsibilities or knowledge in connection with the

issues involved in dealings between the school corporation and its employees would make the confidential employee's membership in a school employee organization incompatible with the employee's official duties.

(j) "Employees performing security work" means any school employee whose primary responsibility is the protection of personal and real property owned or leased by the school corporation or who performs police or quasi-police powers.

(k) "School employee organization" means any organization which has school employees as members and one (1) of whose primary purposes is representing school employees in dealing with their school employer, and includes any person or persons authorized to act on behalf of such organizations.

(l) "Exclusive representative" means the school employee organization which has been certified for the purposes of this chapter by the board or recognized by a school employer as the exclusive representative of the employees in an appropriate unit as provided in section 10 of this chapter, or the person or persons duly authorized to act on behalf of such representative.

(m) "Board" means the Indiana education employment relations board provided by this chapter.

(n) "Bargain collectively" means the performance of the mutual obligation of the school employer and the exclusive representative to meet at reasonable times to negotiate in good faith with respect to items enumerated in section 4 of this chapter and to execute a written contract incorporating any agreement relating to such matters. Such obligation shall not include the final approval of any contract concerning these or any other items. Agreements reached through collective bargaining are binding as a contract only if ratified by the governing body of the school corporation and the exclusive representative. The obligation to bargain collectively does not require the school employer or the exclusive representative to agree to a proposal of the other or to make a concession to the other.

(o) "Discuss" means the performance of the mutual obligation of the school corporation through its superintendent and the exclusive representative to meet at reasonable times to discuss, to provide meaningful input, to exchange points of view, with respect to items enumerated in section 5 of this chapter. This obligation shall not, however, require either party to enter into a contract, to agree to a proposal, or to require the making of a concession. A failure to reach an agreement on any matter of discussion shall not require the use of any part of the impasse procedure, as provided in section 13 of this chapter. Neither the obligation to bargain collectively nor to discuss any matter shall prevent any school employee from petitioning the school employer, the governing body, or the superintendent for a redress of the employee's grievances either individually or through the exclusive representative, nor shall either such obligation prevent the school employer or the superintendent from conferring with any citizen, taxpayer, student, school employee, or other person considering the operation of the schools and the school corporation.

(p) "Strike" means concerted failure to report for duty, willful absence from one's position, stoppage of work, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, without the lawful approval of the school employer, or in any concerted manner interfering with the operation of the school employer for any purpose.

(q) "Deficit financing" with respect to any budget year shall mean expenditures in excess of money legally available to the employer. *(Formerly: Acts 1973, P.L.217, SEC.1.) As amended by P.L.3-1989, SEC.118; P.L.23-1993, SEC.104; P.L.100-2001, SEC.23.*

IC 20-7.5-1-3

Duty to bargain collectively and discuss

Sec. 3. Duty to Bargain Collectively and Discuss. On and after January 1, 1974, school employers and school employees shall have the obligation and the right to bargain collectively the items set forth in Section 4, the right and obligation to discuss any item set forth in Section 5 and shall enter into a contract embodying any of the matters on which they have bargained collectively. No contract may include provisions in conflict with (a) any right or benefit established by federal or state law, (b) school employee rights as defined in Section 6(a) of this chapter, or (c) school employer rights as defined in Section 6(b) of this chapter. It shall be unlawful for a school employer to enter into any agreement that would place such employer in a position of deficit financing as defined in this chapter, and any contract which provides for deficit financing shall be void to that extent and any individual teacher's contract executed in accordance with such contract shall be void to such extent.

(Formerly: Acts 1973, P.L.217, SEC.1; Acts 1974, P.L.1, SEC.5.)

IC 20-7.5-1-4

Subjects of bargaining

Sec. 4. Subjects of Bargaining. A school employer shall bargain collectively with the exclusive representative on the following: salary, wages, hours, and salary and wage related fringe benefits, including accident, sickness, health, dental, or other benefits under IC 20-5-2-2 that are subjects of bargaining on July 1, 2001. A contract may also contain a grievance procedure culminating in final and binding arbitration of unresolved grievances, but such binding arbitration shall have no power to amend, add to, subtract from or supplement provisions of the contract.

(Formerly: Acts 1973, P.L.217, SEC.1.) As amended by P.L.286-2001, SEC.6.

IC 20-7.5-1-5

Subjects of discussion

Sec. 5. (a) A school employer shall discuss with the exclusive representative of certificated employees, and may but shall not be required to bargain collectively, negotiate, or enter into a written contract concerning or be subject to or enter into impasse procedures

on the following matters:

- (1) Working conditions, other than those provided in section 4 of this chapter.
- (2) Curriculum development and revision.
- (3) Textbook selection.
- (4) Teaching methods.
- (5) Hiring, promotion, demotion, transfer, assignment, and retention of certificated employees, and changes to any of the requirements set forth in IC 20-6.1-4.
- (6) Student discipline.
- (7) Expulsion or supervision of students.
- (8) Pupil-teacher ratio.
- (9) Class size or budget appropriations.

However, any items included in the 1972-1973 agreements between any employer school corporation and the employee organization shall continue to be bargainable.

(b) Nothing shall prevent a superintendent or his designee from making recommendations to the school employer.

(c) This chapter may not be construed to limit the rights of the school employer and the exclusive representative to mutually agree to the matters authorized under IC 20-6.1-4-14.5.

(Formerly: Acts 1973, P.L.217, SEC.1.) As amended by P.L.2-1988, SEC.565; P.L.105-1992, SEC.5.

IC 20-7.5-1-6

Rights of school employees and school employers

Sec. 6. (a) School employees shall have the right to form, join, or assist employee organizations, to participate in collective bargaining with school employers through representatives of their own choosing, and to engage in other activities, individually or in concert for the purpose of establishing, maintaining, or improving salaries, wages, hours, salary and wage related fringe benefits, and other matters as defined in sections 4 and 5 of this chapter. A school employee may not be required to join or financially support through the payment of fair share fees, representation fees, professional fees, or other fees, a school employee organization. A rule, regulation, or contract provision requiring financial support from a school employee to a school employee organization is void.

(b) School employers shall have the responsibility and authority to manage and direct in behalf of the public the operations and activities of the school corporation to the full extent authorized by law. Such responsibility and activity shall include but not be limited to the right of the school employer to:

- (1) direct the work of its employees;
- (2) establish policy through procedures established in sections 4 and 5 of this chapter;
- (3) hire, promote, demote, transfer, assign, and retain employees through procedures established in sections 4 and 5 of this chapter;
- (4) suspend or discharge its employees in accordance with

applicable law through procedures established in sections 4 and 5 of this chapter;

(5) maintain the efficiency of school operations;

(6) relieve its employees from duties because of lack of work or other legitimate reason through procedures established in sections 4 and 5 of this chapter; and

(7) take actions necessary to carry out the mission of the public schools as provided by law.

(Formerly: Acts 1973, P.L.217, SEC.1.) As amended by P.L.2-1988, SEC.566; P.L.105-1992, SEC.6; P.L.199-1995, SEC.1.

IC 20-7.5-1-7

Unfair practices

Sec. 7. Unfair Practices.

(a) It shall be an unfair practice for a school employer to:

(1) interfere with, restrain or coerce school employees in the exercise of the rights guaranteed in Section 6 of this chapter.

(2) dominate, interfere or assist in the formation or administration of any school employee organization or contribute financial or other support to it; provided, that subject to rules and regulations made by the governing body, a school employer may permit school employees to confer with the school employer or with any school employee organization during working hours without loss of time or pay;

(3) encourage or discourage membership in any school employee organization through discrimination in regard to hiring or tenure of employment or any term or condition of employment;

(4) discharge or otherwise discriminate against a school employee because he has filed a complaint, affidavit, petition, or given any information or testimony under this chapter;

(5) refuse to bargain collectively or discuss with an exclusive representative as required by any provisions of this chapter;

(6) fail or refuse to comply with any provision of this chapter.

(b) It shall be an unfair practice for a school employee organization or its agents to:

(1) interfere with, restrain or coerce (a) school employees in the exercise of the rights guaranteed by this chapter, or (b) a school employer in the selection of its representatives for the purpose of bargaining collectively, discussing or adjusting grievances. This paragraph shall not impair the right of a school employee organization to prescribe its own rules with respect to the acquisition or retention of membership therein.

(2) cause or attempt to cause a school employer to discriminate against an employee in violation of subsection (a);

(3) refuse to bargain collectively with a school employer, if the school employee organization is the exclusive representative;

(4) fail or refuse to comply with any provision of this chapter.

(c) Nothing herein shall in any way restrict the right of either the school employer or the school employee organization to bring suit for specific performance and/or breach of performance of a collective bargaining contract in any court having jurisdiction

thereof.

(Formerly: Acts 1973, P.L.217, SEC.1.)

IC 20-7.5-1-8

Dues deduction

Sec. 8. The school employer shall, on receipt of the written authorization of a school employee, deduct from the pay of such employee any dues designated or certified by the appropriate officer of a school employee organization which is an exclusive representative of any employees of the school employer and shall remit such dues to such school employee organization; however, such deductions shall be consistent with the provisions of IC 22-2-6 and IC 22-2-7, and IC 20-6.1-5-11.

(Formerly: Acts 1973, P.L.217, SEC.1.) As amended by P.L.16-1984, SEC.13.

IC 20-7.5-1-9

Indiana education employment relations board

Sec. 9. (a) There is created an Indiana education employment relations board which shall consist of three (3) members appointed by the governor to serve at the governor's pleasure. One (1) member shall be designated by the governor as chairman. Not more than two (2) members of the board shall be members of the same political party. Each member shall be appointed for a term of four (4) years. A member appointed to fill a vacancy shall be appointed for the unexpired term of the member whom the appointed member is to succeed.

(b) Members shall hold no other public office or employment by the state or other public agency or public employer, or be an officer or employee of any school employee organization or any of its affiliates, or represent any school employer or school employee organization, or its affiliates.

(c) Subsection (b) does not apply to persons on the teaching staff of a university who are knowledgeable in public administration or labor law so long as they are not actively engaged, other than as a member, with any labor or employee organization. This subsection shall be construed liberally to effectuate the intent of the general assembly.

(d) The chairman shall give full time to the chairman's duties. The chairman of the board shall not engage in any other business, vocation, or employment. The members of the board other than the chairman receive as compensation payment equal to that of the chairman, computed on a daily rate and paid for every day actually spent serving on the board.

(e) A majority of the members of the board constitutes a quorum.

(f) To accomplish the objectives and to carry out the duties prescribed in this chapter the board shall have the following powers:

(1) To adopt an official seal and prescribe the purposes for which it shall be used.

(2) To hold hearings and make inquiries as it deems necessary

to carry out properly its functions and powers.

(3) To establish a principal office in the city of Indianapolis.

(4) To meet and exercise its powers at any other place in Indiana.

(5) To conduct in any part of Indiana a proceeding, hearing, investigation, inquiry, or election necessary to the performance of its functions. For any such purpose, the board may designate one (1) of its members, or an agent or agents, as hearing examiners. The board may utilize voluntary and uncompensated services as may be needed.

(6) To appoint staff and attorneys as it may find necessary for the proper performance of its duties. The attorneys appointed under this section may, at the direction of the board, appear for and represent the board in court.

(7) To pay the reasonable and necessary traveling and other expenses of any employee, member, or agent of the board.

(8) To subpoena witnesses and issue subpoenas requiring the production of books, papers, records, and documents which may be needed as evidence in any matter under inquiry, and to administer oaths and affirmations. In cases of neglect or refusal to obey a subpoena issued to any person, the circuit or superior court of the county in which the investigations or the public hearings are taking place, upon application by the board, shall issue an order requiring the person to appear before the board and produce evidence about the matter under investigation. A failure to obey the order may be punished by the court as a contempt. Any subpoena, notice of hearing, or other process of the board issued under this chapter shall be served in the manner prescribed by the Indiana Rules of Trial Procedure.

(9) To adopt, promulgate, amend, or rescind rules it deems necessary and administratively feasible to carry out this chapter in accordance with IC 4-22-2.

(10) To request from any public agency the assistance, services, and data as will enable the board properly to carry out its functions and powers.

(11) To publish and report in full an opinion in every case decided by it.

(g) The board shall organize its staff to provide for the functions of unit determination, unfair labor practice processing, conciliation and mediation, factfinding and research. In connection with any conciliation and mediation or factfinding, it may use either full-time employees or appoint employees for specific cases from a panel which it establishes. Its research division shall be organized to provide statistical data on the resources of each school corporation, the substance of any agreements reached by each school corporation, and other relevant data.

*(Formerly: Acts 1973, P.L.217, SEC.1; Acts 1974, P.L.93, SEC.1.)
As amended by Acts 1978, P.L.6, SEC.30; P.L.1-1989, SEC.38.*

Unit determination and selection of the exclusive representative

Sec. 10. (a) The exclusive representative shall serve for school employees within certain groups referred to in this chapter as units or bargaining units. No bargaining unit shall contain both certificated and noncertificated employees. Subject to this limitation, the units for which an exclusive representative shall serve shall be determined as follows:

(1) The parties may agree on the appropriate unit. For this purpose the parties shall consist of the school employer and a school employee organization representing twenty percent (20%) or more of the school employees in any proposed unit.

(2) If no such agreement is reached, or if any school employee in the proposed unit files a complaint to such unit with the board, the board shall determine the proper unit. Such determination shall be made by the board after a hearing and its decision shall be based on, but shall not be limited to, the following considerations:

- (i) efficient administration of school operations;
- (ii) the existence of a community of interest among school employees;
- (iii) the effects on the school corporation and school employees of fragmentation of units; and
- (iv) recommendations of the parties involved.

In making such determination notice shall be given to all interested parties in accordance with the rules of the board, but the board need not follow the provisions of IC 4-21.5.

(b) A school employer may recognize as the exclusive representative of its employees within an appropriate unit an organization which presents to the employer evidence of its representation of a majority of the school employees within the unit, unless:

- (1) any other organization representing twenty percent (20%) of the school employees within the unit files written objections to such recognition; or
- (2) any school employee files a complaint to the composition of the unit with the school employer or the board within the notice period set out below.

Before recognizing such an exclusive representative under the circumstances of this subsection, the school employer shall post a written public notice of its intention to recognize the organization as exclusive representative of the school employees within the unit. Such notice shall be posted for thirty (30) calendar days immediately preceding recognition in each of the buildings where the school employees in any unit principally work.

(c) Where an exclusive school employee organization is not determined as provided in subsection (b), the determination of whether any school employee organization shall be the exclusive representative shall be determined in accordance with the following provisions:

- (1) A petition may be filed by a school employee organization

asserting that twenty percent (20%) of the employees in an appropriate unit:

- (i) wish to be represented for collective bargaining by it as exclusive representative; or
 - (ii) asserting that the designated exclusive representative is no longer the representative of the majority of school employees in the unit.
- (2) A petition may be filed by the school employer asserting:
- (i) that one (1) or more school employee organizations have presented to it a claim to be recognized as the exclusive representative in an appropriate unit; or
 - (ii) that the school employer has good faith doubt that the certified school employee organization represents a majority of employees in the bargaining unit.
- (3) A petition may be filed by twenty percent (20%) of the school employees in any unit asserting that the designated exclusive representative is no longer the representative of the majority of school employees in the unit.
- (4) The board shall investigate such petition, and if it has reasonable cause to believe a question exists as to whether the designated exclusive representative or any school employee organization represents a majority of the school employees in a unit, it shall provide for an appropriate hearing within thirty (30) days. In such hearing the board need not follow the requirements of IC 4-21.5. If the board finds, based upon the record of such hearing, that such a question of representation exists, it shall direct an election by secret ballot in a unit it determines to be appropriate. Certification as the exclusive representative shall then be granted only to a school employee organization that has been selected, in a secret ballot election, by a majority of all the employees in an appropriate unit as their representative. No election shall be held in any bargaining unit if a valid election has been held in the preceding twenty-four (24) month period.

(d) In any election the board shall determine who is eligible to vote in the election and shall establish rules governing the election. The ballot shall contain, in addition to the name of the petitioning school employee organization, the names of any other school employee organization showing written evidence satisfactory to the board of at least twenty percent (20%) representation of the school employees within the unit, and a provision for choosing "No representation by a school employee organization".

(Formerly: Acts 1973, P.L.217, SEC.1.) As amended by P.L.7-1987, SEC.93.

IC 20-7.5-1-11

Prevention of unfair practices

Sec. 11. (a) Unfair practices shall be remediable in the manner provided in this section. Any school employer or any school employee who believes he is aggrieved by an unfair practice may file

a complaint under oath to such effect, setting out a summary of the facts involved and specifying the section of this chapter alleged to have been violated.

(b) Thereafter, the board shall give notice to the person or organization against whom the complaint is directed and shall determine the matter raised in the complaint, and appeals may be taken in accordance with IC 4-21.5-3.

(c) Testimony may be taken and findings and conclusions may be made by a hearing examiner or agent of the board who may be a member thereof.

(d) The board, but not a hearing examiner or agent thereof, may enter such interlocutory orders after summary hearing as it deems necessary in carrying out the intent of this chapter.

(Formerly: Acts 1973, P.L.217, SEC.1.) As amended by P.L.7-1987, SEC.94.

IC 20-7.5-1-12

Time table for coordination of bargaining with the school corporation budget requirements

Sec. 12. Time Table for Coordination of Bargaining with the School Corporation Budget Requirements.

(a) Bargaining collectively between a school corporation and the exclusive representative shall begin on or before one hundred eighty (180) days prior to the submission of a budget by a school employer (herein referred to as the "submission date") which, for the purpose of this chapter, shall be the first date for the legal notice and publication for such budget as provided in IC 6-1.1-17-3.

(b) At any time after such one hundred eighty (180) days has begun, the board shall appoint a mediator if either party declares an impasse either in the scope of the items which are to be bargained collectively or on the substance of any item to be bargained collectively. If after five (5) days the mediator is unsuccessful in finding a solution to the problems or in causing the parties to reach agreement, either party may request the board to initiate fact-finding on the items which the parties are obligated to bargain collectively.

(c) If no agreement has been reached on the items to be bargained collectively seventy-five (75) days prior to the submission date, the board shall initiate mediation.

(d) If no agreement has been reached on the items to be bargained collectively forty-five (45) days prior to the submission date, the board shall initiate fact-finding.

(e) If no agreement has been reached on the items to be bargained collectively fourteen (14) days prior to the submission date, the parties shall continue the status quo and the employer may issue tentative individual contracts and prepare its budget based thereon. During this status quo period in order to permit the successful resolution of the dispute, the employer may not unilaterally change the terms or conditions of employment that are issues in dispute. Nothing in this subsection, however, shall be construed as relieving the school employer or the school employee organization from the

duty to bargain collectively until a mutual agreement has been reached, and a contract entered as called for in section 3 of this chapter.

(f) Nothing shall prevent either party from requesting mediation or fact-finding at any time after such one hundred eighty (180) days on items which must be bargained collectively under section 4 of this chapter, or prevent the parties acting together to request mediation or fact-finding on any items which must be bargained collectively under section 4 of this chapter.

(Formerly: Acts 1973, P.L.217, SEC.1.) As amended by Acts 1981, P.L.11, SEC.105.

IC 20-7.5-1-13

Impasse procedures

Sec. 13. (a) The purpose of mediation of disputes between school employers and exclusive representatives is to delineate the problems involved in bargaining collectively, finding solutions which can reasonably be accepted by both parties and to determine common grounds, if any. Accordingly, the board shall establish and hire a permanent staff of mediators and a panel of part-time mediators. When a mediator is requested or required under section 12 of this chapter, the board shall appoint a mediator from such staff or panel. It is the intent of this chapter that the mediation process shall be confidential in nature. The mediator shall not be subject to the subpoena power of courts or other administrative agencies of the state regarding the subjects discussed as a part of the mediation process.

(b) The purpose of fact-finding is to give a neutral advisory opinion where the parties are unable by themselves, or through a mediator, to resolve a dispute. The board shall establish and hire a permanent staff of fact-finders and a panel of part-time fact-finders. Such persons may also be mediators. When a fact-finder is requested or required under section 12 of this chapter, the board shall appoint a fact-finder from such staff or panel. The fact-finder shall make such investigation and hold such hearings as he deems necessary in connection with any dispute, may restrict his findings to those issues which he determines significant, may use evidence furnished him by the parties, by the board, its staff, or any other state agency. The fact-finder shall make a recommendation as to the settlement of the disputes over which he has jurisdiction. In conducting such hearings and investigations, he shall not be bound by IC 4-21.5; he shall, however, take into consideration the following factors:

- (1) Past memoranda of agreements and contracts between the parties.
- (2) Comparisons of wages and hours of the employees involved, with wages of other employees working for other public agencies and private concerns doing comparable work, giving consideration to factors peculiar to the school corporation.
- (3) The public interest.
- (4) The financial impact upon the school corporation and

whether any settlement will cause such school corporation to engage in deficit financing.

(c) The school employer and the exclusive representative may also at any time submit any issue in dispute to final and binding arbitration to an arbitrator appointed by the board. The award in any such arbitration shall constitute the final contract between the parties with respect to such issue.

(d) No person who has served as a mediator in a dispute between a school employer and an exclusive representative, except by their mutual consent, shall serve as a fact-finder or arbitrator in a dispute arising in the same school corporation within a period of five (5) years. Nothing, however, shall prevent an arbitrator or fact-finder, if asked by the parties, to attempt to mediate a dispute. Mediators and fact-finders shall not be employed on a full or part-time basis by any public school employer which is a school corporation, or by an organization of public employees or employers or their affiliates. The compensation and expenses of any mediator and fact-finder shall be borne by the board. The cost of an arbitrator shall be paid by the board which shall be reimbursed equally by the two (2) parties under procedures for collection and payment established by the board.

(e) The investigation, hearing, and findings of the fact-finder shall be made as expeditiously as the circumstances permit and shall be delivered to the parties and to the board. The board, after receiving such findings and recommendations, may make additional findings and recommendations to the parties based upon information in the report or in its own possession. At any time within five (5) days after such findings and recommendations have been delivered to the board it may, and within ten (10) days, it shall, make the findings and recommendations of the fact-finder and its own additional findings and recommendations, if any, available to the public through news media and such other means as it deems effective.

(f) If a school employer issues tentative individual contracts, the board shall continue to have the responsibility to provide for further mediation and fact-finding until such time as an agreement has been reached.

(Formerly: Acts 1973, P.L.217, SEC.1.) As amended by P.L.7-1987, SEC.95.

IC 20-7.5-1-14

Strikes

Sec. 14. Strikes.

(a) It shall be unlawful for any school employee, school employee organization, or any affiliate, including but not limited to state or national affiliates thereof, to take part in or assist in a strike against a school employer or school corporation.

(b) Any school corporation or school employer may, in an action at law, suit in equity, or other proper proceeding, take action against any school employee organization, any affiliate thereof, or any person aiding or abetting in a strike, for redress of such unlawful act.

(c) Where any exclusive representative engages in a strike, or aids

or abets therein, it shall lose its dues deduction privilege for a period of one (1) year.

(d) No regulation, rule or law with respect to the minimum length of a school year shall be applicable or shall require make-up days in any situation where schools in a school corporation are closed as a result of a school employee strike. A school corporation shall not pay any school employee for any day when the school employee fails as a result of a strike to report for work as required by the school year calendar.

(Formerly: Acts 1973, P.L.217, SEC.1.)